

**TRUST AGREEMENT**  
**BETWEEN**  
**THE THIRD TAXING DISTRICT OF THE CITY OF NORWALK ELECTRICAL**  
**DEPARTMENT'S PENSION PLAN**  
**AND**  
**THE THIRD TAXING DISTRICT OF NORWALK COMMISSON**  
**AS TRUSTEE**  
**(Effective November 1, 2017)**

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## **TRUST AGREEMENT FOR THE THIRD TAXING DISTRICT OF THE CITY OF NORWALK ELECTRICAL DEPARTMENT'S PENSION PLAN**

This **TRUST AGREEMENT** (the "Agreement") is made and entered into this 1<sup>st</sup> day of November 2017, by and between the Third Taxing District of the City of Norwalk Electrical Department's Pension Plan (the "Plan") and the Third Taxing District of Norwalk Commission (the "Commission"), as the Trustee of the Plan (the "Trustee").

### **WITNESSETH:**

**WHEREAS**, the Third Taxing District of Norwalk ("TTDN" or the "Company") is the Plan Sponsor of the Plan; and

**WHEREAS**, the Company maintains the Plan for the benefit of its eligible employees, which is intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, the authority to control and manage the assets and liabilities of the Plan is vested in the Company, which shall also be subject to the duties with respect to the Trust specified in this Agreement; and

**WHEREAS**, the Company desires to appoint the Commission as the Trustee of the Trust, and the Commission is willing to serve as Trustee in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Company and the Trustee hereby mutually agree as follows:

### **ARTICLE I - DEFINITIONS**

**Section 1.1. Definitions.** Unless the context otherwise requires or unless otherwise expressly provided, as used in this Agreement:

(a) "Administrator" means, with respect to the Plan, the organization, entity, committee or other person responsible for benefit administration under the Plan, including any representative or delegate thereof designated in writing, authorized to act on behalf of such organization, entity, committee or other person, and may include the Company.

(b) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and Regulations issued thereunder.

(c) "Custodian" means Charles Schwab Bank, which shall serve as custodian for the Trust Fund. To the extent any assets are held by any custodian other than Charles Schwab Bank, such party shall also be considered a Custodian for the Trust. Nothing contained herein shall prevent the Custodian to act as an Investment Manager for the Trust.



(d) "Investment Manager" means a bank, insurance company or registered investment adviser appointed by the Trustee to manage all or any portion of the Trust Fund.

(e) "Trust Fund" means all property, real, personal or mixed, of any kind or nature, contributed, paid or delivered to the Trustee hereunder, and all investments, reinvestments and proceeds thereof, and all gains, earnings and profits thereon.

## ARTICLE II - CREATION; PURPOSE OF TRUST

**Section 2.1. Creation.** The Company hereby creates the Trust. Under the terms of the Plan, the Company has the power to appoint and hereby appoints the Trustee to act as Trustee; and the Trustee hereby accepts the appointment to serve as Trustee subject to the terms of this Agreement. The Company and the Trustee acknowledge the establishment of the Trust. The Trustee shall hold, invest and reinvest the assets and income of the Trust, in accordance with the provisions of this Agreement, and shall be responsible for the property received by the Trust only as provided in this Agreement. The Trust is intended to be tax exempt under section 501(a) of the Code as a qualified trust described in section 401(a) of the Code.

The Trustee hereby acknowledges that it shall be a fiduciary with respect to the Trust and the Plan in connection with the duties and obligations specifically assumed by it in this Agreement. The Trustee shall have all of the rights, privileges, duties, and immunities described by the terms of this Agreement, and shall carry out all of such fiduciary and other rights, duties and privileges, and exercise such authority, in accordance with the provisions of the Code and other applicable law. The Administrator shall have all such rights, duties, and privileges that are described by the provisions of the Plan and this Agreement. The Administrator shall carry out all of its duties and responsibilities under this Agreement in accordance with the provisions of the Code and other applicable law.

**Section 2.2. Purpose of Trust.** The Trust is established to fund and pay the benefits payable to participants and their beneficiaries under the Plan.

**Section 2.3. Exclusive Benefit.** Except as otherwise permitted by law or as set forth in Article XI of this Agreement, at no time prior to the satisfaction of all liabilities with respect to participants and their beneficiaries under the Plan shall any part of the Trust Fund be used for, or diverted to, any purposes other than for the exclusive benefit of the participants and their beneficiaries and for defraying the reasonable expenses of administering such Plan.

**Section 2.4. Domestic Trust.** The Trust shall at all times be maintained as a domestic trust in the United States.

## ARTICLE III - ADMINISTRATION OF TRUST

**Section 3.1. Participant Records and Accounts.** Except as the parties may otherwise agree in writing, the Trustee shall not be required to maintain any participant records or accounts and shall not be responsible for the allocation of contributions among participants.

**Section 3.2. Reliance on Administrator.** Each direction to the Trustee shall constitute a representation and warranty by the Administrator that such direction is in accordance with this Agreement, the Plan and applicable law, and the Trustee shall have no duty to make any independent inquiry or investigation before acting upon such direction, or to see to the application of any monies or other property so paid.

**Section 3.3. Trustee Not Responsible for Plan's Administration.** The Trustee shall not be responsible in any way for the determination, computation, payment or application of any benefit, for the form, terms, payment provisions of such payment, or for any matter affecting the administration of the Plan by the Company or the Administrator or any organization, entity, committee or other person to whom such responsibility is delegated under the Plan.

**Section 3.4. Trustee Not Responsible for Enforcing Contributions or for Sufficiency of Trust Fund.** The Trustee shall not be responsible for enforcing payment of any contribution to the Trust, for the timing or amount thereof, or for the adequacy of the Trust Fund or any part thereof or the funding standards adopted for the Plan to meet or discharge any liabilities of the Plan or the Trust.

#### **ARTICLE IV - INVESTMENT OF TRUST FUND**

**Section 4.1. Investments.** The assets of the Trust shall be invested as directed by the Company. Any such assets may be invested or reinvested without distinction between principal and income, in insurance policies, in bank accounts in any bank or thrift institution, in obligations of the United States or of any nation, state, municipality, association or trust, or in stocks, bonds, mutual fund shares or money market shares, including an open-end investment company registered under the Investment Company Act of 1940.

**Section 4.2. Custodians; Investment Managers.** Discretionary authority for the management and control of all or any portion of the Trust Fund may be delegated by the Company to one or more Custodians and/or Investment Managers. The terms and conditions of such appointment, authority and retention shall be the sole responsibility of the Company. The Company shall promptly notify the Trustee in writing of the appointment or removal of any Custodian or Investment Manager and the portion of the Trust Fund over which such Custodian or Investment Manager shall have authority. Any notice of appointment pursuant to this Section 4.2 shall constitute a representation and warranty that the Custodian or Investment Manager has been appointed in accordance with the Plan. The Company may limit, restrict or impose guidelines affecting the exercise of the discretion conferred on any Custodian or Investment Manager, and shall be responsible for communicating, and monitoring adherence to, any such limitations, restrictions or guidelines.

**Section 4.3. Reliance on Company.** The Trustee shall invest and reinvest the Trust Fund pursuant to the directions of the Company, as communicated in writing, via facsimile or by electronic transmission. The Trustee shall have no duty to inquire into the directions of the Company, to solicit such directions, or to review and follow the investments made pursuant to any such directions, other than to the extent required by law. Any investment direction shall constitute a representation and warranty that the transaction will not constitute a prohibited

transaction or other violation under the Code and that the investment is authorized under this Agreement, the Plan, any other applicable agreement affecting the investment authority under the Plan, or any applicable law.

**Section 4.4. Shareholder Communications Act.** Unless otherwise directed in writing, the Trustee is authorized to disclose the name, address and share positions of the Company and/or any person or organization designated to give instructions under this Agreement to companies over whose securities the Company or such person or organization exercises voting authority or to others upon request by such companies.

## **ARTICLE V - POWERS OF TRUSTEE**

**Section 5.1. General Powers.** Upon the directions of the Company, the Investment Manager(s), or the Administrator, the Trustee shall be authorized and empowered to exercise any and all of the following rights, powers and privileges with respect to the Trust Fund:

(a) To invest and reinvest the principal and income of the Trust Fund, without distinction between principal and income, in such securities, common stocks, preferred stocks, bonds, bills, notes, commercial paper, debentures, mortgages, equipment trust certificates, investment company shares, investment trust certificates, partnership interests and in other investments, whether real, personal or mixed property.

(b) To sell, exchange, convey, transfer or otherwise dispose of any such property at public or private sale, for cash or credit, or partly for cash and partly for credit, and with or without notice or advertisement of any kind.

(c) To purchase whole or part interests in real property or in mortgages on real property, wherever situated, directly or through financial intermediaries or entities, such as, but not limited to, partnerships, and to mortgage or lease for any term any real property or part interest in real property; and to delegate to a manager the management and operation of any interest in such property or properties.

(d) To purchase or sell, write or issue, puts, calls or other options, covered or uncovered, to enter into financial futures contracts, forward placement contracts and standby contracts, and in connection therewith, to deposit, hold or pledge assets of the Trust Fund.

(e) To execute any securities transactions through the Trustee's affiliate brokers, at the affiliate's normal rates of compensation and without diminution of the compensation payable to the Trustee hereunder, subject nonetheless to the requirements of applicable law.

(f) To exercise all voting rights pertaining to any securities; to consent to or request any action on the part of the issuer of any such securities, to give general or special proxies and or powers of attorneys with or without powers of substitution; to consent to or participate in amalgamation, reorganizations, recapitalizations, consolidations, mergers, liquidations, or similar transactions with respect to any securities; to accept and to hold any other securities issued in

connection therewith; and to exercise any subscription rights or conversion privileges with respect to any securities held in the Trust Fund.

(g) To collect and receive any and all money and other property of whatsoever kind or nature due or owing or belonging to the Trust Fund.

(h) To transfer money or other property to an insurance company issuing an Insurance Contract.

(i) To settle, compromise, or submit to arbitration any claims, debts or damages due or owing to or from the Trust Fund; to commence or defend suits or legal proceedings; and to represent the Trust Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal, insofar as such suits or proceedings relate to any part of the Trust Fund or the administration thereof.

(j) To borrow money from any source as may be necessary or advisable to effectuate the purposes of the Trust.

(k) To deposit funds in interest bearing account deposits or savings certificates issued by the Trustee or any other banking institution affiliated with the Trustee.

(l) To transfer, from time to time, all or any part of the Trust Fund to any common, collective or commingled trust fund exempt from taxation under the Code, including any such fund maintained by the Trustee, to be held and administered subject to the terms and provisions of the relevant trust agreement, and such trust agreement shall be deemed adopted as part of this Agreement and the Plan to the extent that any portion of the Trust Fund is invested therein.

(m) Generally to take all actions, execute all instruments, and exercise all rights and privileges with relation to the Trust Fund, whether or not expressly authorized, as the Trustee is directed or in its sole discretion deems necessary or desirable.

(n) To cause any securities or other property to be registered in, or transferred to, the name of the Trustee or the name of its nominee or nominees, or to deposit or arrange for the deposit of such securities in a securities depository or with a Federal Reserve Bank, or to retain such securities unregistered and in form permitting transferability by delivery, but the books and records of the Trustee shall at all times show that all such securities and other property are part of the Trust Fund.

**Section 5.2. Valuations.** The Trustee shall periodically determine the market value of the assets of the Trust Fund or, in the absence of readily ascertainable market values, at such values as the Trustee shall determine in accordance with methods consistently followed and uniformly applied. With respect to assets without readily ascertainable market values, the Trustee may rely for all purposes of this Agreement on the latest valuation and transaction information submitted to it by the person responsible for the investment. The Company shall cause such person to provide the Trustee with all information needed by the Trustee to discharge its obligations to value such assets and to account under this Agreement.

## ARTICLE VI – RECORDS AND ACCOUNTS OF TRUSTEE

**Section 6.1. Account.** The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions in the Trust Fund and all accounts and sub-accounts, books and records relating thereto shall be open to inspection and audit at reasonable times during normal business hours by any person designated by the Company. The Company acknowledges and agrees that the Trustee shall establish and maintain one trust account within the Trust Fund. This account will detail all inflows, outflows, and investment activity on behalf of the Trust Fund.

**Section 6.2. Annual and Other Periodic Accounts.** Within ninety (90) days following the close of each plan year, and within sixty (60) days following the close of each plan quarter, the Trustee shall provide the Company and the Administrator a written account setting forth the receipts and disbursements and the investments and other transactions effected by it with respect to the Trust Fund during such plan year or quarter, as the case may be.

**Section 6.3. Tax Returns and Filings.** The Trustee shall prepare tax returns or other filings with respect to the Trust Fund as requested by the Administrator, the Company, or the Company. Unless otherwise agreed in writing by the Company and the Trustee, the Trustee shall be responsible for withholding federal and state taxes and filing required information and other returns with respect to payments to participants or their beneficiaries based upon participant and beneficiary information provided to the Trustee by the Administrator as its delegate, and for remitting amounts withheld to the appropriate taxing authorities.

## ARTICLE VII - TRUSTEE'S RIGHTS/LIMITATION OF TRUSTEE'S RESPONSIBILITY

**Section 7.1. No Implied Duties.** The duties and responsibilities of the Trustee shall be as set forth in this Agreement and no other or further duties or responsibilities shall be implied against or imposed on the Trustee.

**Section 7.2. Evidence of Authority.** The Company shall furnish the Trustee from time to time with a list of the names and signatures of all individuals, organizations, entities, committees or other persons authorized to act as the Administrator, the Company, or in any manner authorized to issue notices, requests, directions, instructions or other communications to the Trustee pursuant to this Agreement. The Company shall cause each Custodian or Investment Manager to furnish the Trustee from time to time with the names and signatures of the persons authorized to direct the Trustee on its behalf hereunder. The Trustee shall be entitled to rely upon each such evidence of authority until it is revoked in writing.

**Section 7.3. Reliance by Trustee.** The Trustee shall be entitled to rely upon each representation, information, notice, direction, certificate and other communication furnished by or on behalf of the Company, the Administrator, the Company and each Custodian or Investment Manager; and the Trustee shall be protected to the extent the law permits in acting in accordance with and relying upon such representations, information, notices, directions, certificates and

other communications; and the Trustee shall be under no duty to make any inquiry or investigation in connection therewith.

**Section 7.4. Trustee May Employ Agents.** The Trustee may from time to time employ and consult with counsel (who may also serve as counsel for the Company or the Trustee) and shall be protected to the extent the law permits in acting upon such advice of counsel. The Trustee may also from time to time employ accountants and other agents as may be reasonably necessary in administering and protecting the Trust Fund, and the Trustee may pay such counsel, accountants and other agents reasonable compensation, which shall be reimbursed to the Trustee in accordance with Section 8.1. The Trustee shall at no time be obligated to institute any legal action or to become a party to any legal action unless the Trustee shall have been indemnified to its satisfaction for any fees, costs and expenses to be incurred in connection with such legal action.

**Section 7.5. No Liability for Acts or Omissions of Other Fiduciaries.** The Trustee shall not be liable for the acts or omissions of other fiduciaries unless (a) the Trustee knowingly participates in, or knowingly attempts to conceal the act or omission of another fiduciary, and the Trustee knows the act or omission is a breach of a fiduciary responsibility by the other fiduciary; or (b) the Trustee has knowledge of a breach by the other fiduciary and does not make reasonable efforts to remedy the breach; or (c) the Trustee's breach of its own fiduciary responsibility permits the other fiduciary to commit a breach.

**Section 7.6. No Liability for Acts or Omissions of Prior Trustees.** The Trustee, and any successors or assigns thereof, will not be responsible for any of the actions of any party relating to the Trust prior to the date on which the Trustee is appointed as Trustee of the Trust and the new Trust, including without limitation, any regulatory action, and the prior trustee shall remain responsible for all actions taken in respect of the Trust prior to the date of appointment of the Trustee. In addition, in no event shall the Trustee have any duty or responsibility to examine the records or acts of any prior trustee, and the Company shall indemnify and hold harmless the Trustee as provided in this Agreement from any claim or liability arising from any action or inaction of any prior trustee or from any other past event or any condition existing at the time the Trustee becomes Trustee under this Agreement.

## **ARTICLE VIII - COMPENSATION, TAXES, EXPENSES, INDEMNITY**

**Section 8.1. Payment of Compensation and Expenses.** The Trustee may receive compensation for its services and reimbursement of all reasonable costs and expenses incurred in connection with the administration of the Trust Fund as agreed to by the Company.

**Section 8.2. Taxes.** All income or other taxes of any kind whatsoever which may be properly levied or assessed under existing or future laws upon, or in respect of, the Trust Fund shall be paid by the Trustee out of the Trust Fund, and, until paid, shall constitute a charge upon the Trust Fund.

**Section 8.3. Indemnification by Company.** The Company shall, to the maximum extent permitted by applicable law, indemnify the Trustee and the Trustee's agents from and

against any and all damages, losses, costs, judgments, fines and expenses (including attorney's fees and disbursements) of any kind or nature (collectively, "Losses") imposed on or incurred by the Trustee, its officers, employees or agents by reason of its or their service pursuant to this Agreement, including any Losses arising out of any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative (including any such action by or in the right of the Company), except to the extent such Losses were caused by the negligence or willful misconduct of the Trustee. The provisions of this Article VIII shall survive termination of this Agreement.

## **ARTICLE IX - RESIGNATION OR REMOVAL OF TRUSTEE**

**Section 9.1. Removal or Resignation of Trustee.** The Trustee may resign at any time by written notice to the Company. The Trustee may be removed by the Company at any time by written notice to the Trustee. Any such notice shall be effective thirty (30) days after receipt by the party to whom such notice is given or such later date as shall be specified therein. The Company and the Trustee may jointly agree to waive such notice requirement. Upon the effective date of the removal or resignation of the Trustee, the Trustee shall deliver the Trust Fund to a successor trustee or custodian designated by the Company. If, for any reason, the Company cannot or does not act promptly to appoint a successor trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee. Any expenses incurred by the Trustee in connection therewith shall be charged to and paid from the Trust Fund as an expense of administration.

**Section 9.2. Removal of Prior Trustee.** The Company shall provide written notice to the prior trustee of the Plan of their removal as trustee in accordance with the respective trust agreements, and shall provide the Trustee with copies of such notices.

## **ARTICLE X - AMENDMENT OR TERMINATION OF AGREEMENT**

**Section 10.1. Amendment of Agreement.** The Company may at any time alter, modify or amend this Agreement in whole or in part by notice thereof in writing delivered to the Trustee; provided that no such alteration, modification or amendment shall alter the rights, duties, or responsibilities of the Trustee without its prior written consent.

**Section 10.2. Termination of Agreement.** Subject to Section 9.1, the Company may at any time terminate this Agreement by written notice given to the Trustee. In the event of the termination of this Agreement, the Trust Fund shall be distributed or transferred to a replacement trustee pursuant to Article IX hereof.

## **ARTICLE XI - TERMINATION OR AMENDMENT OF PLAN**

**Section 11.1. Amendment or Termination of Plan.** The Company may at any time alter, modify, amend or terminate the Plan in whole or in part by providing written notice of such action to the Trustee; provided that no such alteration, modification or amendment shall alter the rights, duties, or responsibilities of the Trustee without its prior written consent.

## ARTICLE XII - GENERAL PROVISIONS

**Section 12.1. Governing Law.** To the extent not preempted by the provisions of applicable law, this Agreement shall be administered, construed and enforced according to the laws of the State of Connecticut.

**Section 12.2. Entire Agreement.** The Trustee's duties and responsibilities to the Plan or any person interested therein shall be limited to those specifically set forth in this Agreement. No amendment to the Plan or any other document affecting the Plan shall affect the Trustee's duties or responsibilities hereunder without its prior written consent.

**Section 12.3. Notices.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid, (iv) fax or (v) electronic mail to the party's address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section. All notices and communications provided in this Agreement shall be deemed to have been received, in the case of a letter when delivered personally or five (5) days after it has been put in to the post in a correctly addressed envelope (as evidenced by proof of posting), in the case of a facsimile transmission when the sender receives a clear transmission report and in the case of an e-mail when the sender receives a confirmed delivery report.

**Section 12.4. Plan Documents.** The Company shall provide the Trustee with complete, current copies of the Plan and the most recent tax qualification letters relating thereto. The Trustee shall be entitled to rely upon the Company's attention to this obligation and shall be under no duty to inquire of any person as to the existence of any documents not provided hereunder.

**Section 12.5. Spendthrift Provision.** Except as may be required by law, no interest or claim of interest of any kind of any participant under the provisions of this Trust is assignable, nor may any such interest or claim be subject to garnishment, attachment, execution or levy of any kind, and no attempt to transfer, assign, pledge or otherwise encumber or dispose of such interest by act of the person involved or by operation of law will be recognized.

**Section 12.6. Effect.** All persons at any time interested in the Plan shall be bound by the provisions of this Agreement and, in the event of any conflict between this Agreement and the provisions of the Plan or any instrument or agreement forming part of the Plan, the provisions of this Agreement shall control.

**Section 12.7. Severability.** The illegality or unenforceability of any provisions of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.



**Section 12.8. Headings and Titles.** The titles of the Articles and headings of Sections in this Trust Agreement are for convenience of reference only and in case of conflict the text of this Trust Agreement rather than such titles or headings shall control.

**Section 12.09. Binding Agreement.** This Agreement shall be binding upon the Trustee and the Company, their successors and assigns, and upon the participants and their beneficiaries, heirs, executors, administrators and assigns.

**Section 12.10. Force Majeure.** The Trustee shall have no liability for any losses arising out of delays in performing the services which it renders under this Agreement which result from events beyond its control, including without limitation, interruption of the business of the Trustee due to acts of God, decrees, restraints or requirements of any government or government agency, acts of war, riots, civil commotions, insurrections, labor difficulties (including, but not limited to, strikes and other work slippages due to slow-downs), unauthorized access to its systems (including the gaining of access to a network, system, application or other resource without its permission), or any action of any courier or utility, mechanical or other malfunction, or electronic interruption.

**IN WITNESS WHEREOF**, the Company and the Trustee have caused this Agreement to be executed and their corporate seals to be attested by their respective duly authorized officers, all as of the day and year first above written.

**THIRD TAXING DISTRICT OF NORWALK**

**THIRD TAXING DISTRICT OF  
NORWALK COMMISSION**

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

# Transfer Authorization



## Appendix E

A transfer authorization must be completed and signed by each of the trustees named on the account(s) at each institution from which assets of the Plan ("Plan") will be transferred to Charles Schwab Bank. In order for the transfer to be processed, include a copy of the most recent Plan account statement with this authorized form. To assure proper posting of assets received by Schwab Bank, please include dates of acquisition and cost-basis information for all assets transferred if not already indicated on the statements provided.

If the financial institution transferring your Plan's assets to Schwab Bank requires a certification or Medallion Stamp from Schwab Bank on this Appendix E or on such other form prepared or required by such financial institution, the undersigned trustees hereby certify that the signatures of the trustees on this form and/or on any form required by the financial institution have been duly authorized by the plan sponsor and the trustees. Further, the undersigned trustees hereby indemnify and hold Schwab Bank harmless for any loss, claim suit or expense arising from Schwab Bank's certification or application of a Medallion Stamp to this form or other required form necessary to transfer the Plan's assets to Schwab Bank.

### Directions to Prior Trustee or Custodian

#### Transfer From:

Delivering Trustee/Custodian Account Number: M05173

Full Registration of Account to Transfer: Third Taxing District of the City of Norwalk Electrical Department Pension Plan

Tax ID Number or Social Security Number on Account: 06-6001885

Commission Paying Plan

Contact at Delivering Firm: Cynthia Husbands

Telephone Number: (678) 748-4559

Please accept this letter as your authorization to transfer all assets in the account referenced above ("Account") to Schwab Bank. I/we also authorize you to deduct any outstanding fees due for your services from any cash balance in the Account. If the Account does not have a cash balance, you are authorized to liquidate assets to the extent necessary to satisfy any outstanding fee due. If there are certificates or other instruments in the Account in your physical possession, please transfer them in good deliverable form. Upon receiving this instruction, please cancel all open orders for the Account.

#### Transfer To:

Schwab Bank Account Number: 215872

Account Name: Third Taxing District of the City of Norwalk Electrical Department Pension Plan

#### Signature(s) and Date(s) Required

X

Trustee Signature

Print Name

Date

X

Co-Trustee Signature

Print Name

Date

X

Co-Trustee Signature

Print Name

Date

#### Important: Contingent Orders

Schwab Bank will not accept or honor any oral or written instructions from you to purchase or sell securities with the proceeds of the cash and/or transferred securities prior to Schwab Bank's actual receipt of your assets and the completion of the transfer process. You may initiate orders relating to the cash and/or transferred securities only after the assets have been received by Schwab Bank and the transfer process has been completed. You are responsible for monitoring your Account to determine when the transfer process has been completed and the cash and/or transferred securities have arrived at Schwab Bank. Schwab Bank will notify you by mail only, not by telephone, after the assets have been received by Schwab Bank and the transfer process has been completed.

#### (TO BE COMPLETED BY SCHWAB BANK)

#### ACCEPTANCE

Charles Schwab Bank accepts appointment as Custodian of the above account.

#### Signature and Date Required

X

Custodian Signature

Print Name

Date



**1. Client Information and Authorized Signers** (Continued)**C. Investment Advisor**

Does the Plan have an Investment Advisor associated with it? ☒ Yes ☐ No If yes, please complete and sign this section.

Is the Investment Advisor related to the Recordkeeper firm? ☒ Yes ☐ No

Investment Advisor Firm Name Hooker & Holcombe Invesment Advisors				
Address 65 LaSalle Road		City West Hartford	State CT	Zip Code 06107
Telephone Number (860) 856-2125	Fax Number	Electronic Statements <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Fee Disclosure Reports* <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Shareholder-Servicing Fee Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name John Fuller	Email jfuller@hhconsultants.com	Are you a Plan Fiduciary? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Electronic File Download <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

\*Fee disclosure reports (including the annual Form 5500, Schedule C, fee disclosure report and the 408(b)(2) plan-level fee disclosure report) are available for viewing on retirementcenter.schwab.com.

If a download is required, provide the Charles Schwab Bank Master Account #0000- \_ \_ \_ \_ , or Charles Schwab Bank will contact you to establish Master Account.

**Signature and Date****X**

Signature is only required if you are authorized to direct Schwab Bank on behalf of the Plan Fiduciary.

Date

If the Investment Advisor ("IA") will direct trades, the undersigned Plan Fiduciary (see Section 4 below) hereby designates the IA as an Investment Manager under Section 3(38) of ERISA or, in the alternative, has appointed the IA as a fiduciary under Section 3(21) of ERISA as the Plan Fiduciary's delegate with respect to all trade and other investment directions. If the IA is a 3(38) Investment Manager, please also submit the Investment Management Agreement and the Board Resolution appointing the IA.

If the IA is to be listed as the Broker of Record on any of the Plan investment options where the IA is compensated directly by the fund company, please complete Section 2 and select the appropriate investments in Section 3. Failure to provide this information will cause delays or disruptions to the remuneration (12b-1 and/or finder's fees) from the funds to the IA's Broker-Dealer.

**D. Trustee**

Trustee Firm Name Third Taxing District of the City of Norwalk Retirement Plan Committee				
Address 2 Second Street		City East Norwalk	State CT	Zip Code 06855
Telephone Number (203) 866-9271	Fax Number	Fee Disclosure Reports* <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Shareholder-Servicing Fee Report <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Contact Name	Email	Are you a Plan Fiduciary? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Electronic Statements <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

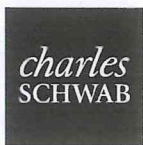
\*Fee disclosure reports (including the annual Form 5500, Schedule C, fee disclosure report and the 408(b)(2) plan-level fee disclosure report) are available for viewing on retirementcenter.schwab.com.

**Signature and Date****X**

Signature is only required if you are a Trustee authorized to direct Schwab Bank on behalf of the Plan Fiduciary.

Date





# Company Retirement Account Application

Page 1 of 9

## Investment Advisor ("IA") Information (This portion to be completed by IA.)

IA Firm Name (please print): HOOKE & HOLCOMBE INVESTMENT ADVISORS, INC.

IA Master Account Number: 0831-8963 Service Team: New England

Advisor Contact Information (if follow-up is required): John Fuller

**NOTE:** Before a New Company Retirement Plan account can be established, you must complete and submit the Schwab Company Retirement Account Fee Disclosure Worksheet to request a Schwab ERISA 408(b)(2) Fee Disclosure. If you are establishing a New Company Retirement Plan Account, **do not** submit this application until you have received and reviewed the Schwab ERISA 408(b)(2) Fee Disclosure for your plan.

### Please select one:

☒ Establish a New Company Retirement Plan Account

☐ Open an Additional Company Retirement Account

☐ Change Trustee(s) on an existing account

Schwab account number \_\_\_\_\_

## 1. Company and Trust Information

As required by federal law, Charles Schwab & Co., Inc. ("Schwab") will use the information provided below to verify your identity.

The Third Taxing District of the City of Norwalk

(203) 866-9271

Company Name

Business Telephone Number

2 Second Street

Norwalk

CT

06855

Legal Street Address (no P.O. boxes, please)

City

State

Zip Code

Mailing Address (if different from above; P.O. boxes may be used)

City

State

Zip Code

06-6001885

☒ USA ☐ Other

Connecticut

Employer Tax ID Number or Social Security Number (if sole proprietor)

Country of Legal Establishment

State of Legal Establishment

Third Taxing District of the City of Norwalk Electrical Department Pension Plan

Plan Name

"For the Benefit of" (name of Employee Participant, if name is to be listed in registration)

01/01/1962

Plan Tax ID Number

Effective Date of Plan

Are participants authorized to direct investments for their own accounts? ☐ Yes ☒ No

### Plan details:

☐ Profit-Sharing ☐ Money Purchase ☐ 401(k)

☒ Defined Benefit ☐ 457b ☐ 457f ☐ Individual 401(k) ☐ Non-Qualified ☐ Other (specify) \_\_\_\_\_

Does the Trust allow for segregated accounts/FBO? ☐ Yes ☒ No

If so, does the Trust allow the Participant to trade directly with Schwab? ☐ Yes ☐ No

If you answered "yes" for segregated accounts, the Employee must complete Section 3 and sign Section 11.

For Charles Schwab Use Only

Account Number

ESIG  
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CC0374443 (0516-2301) APP10803-26 (06/16)



## 2. Trustee Information

All Trustee(s) who will be conducting business at Schwab on behalf of the Plan must complete the information requested below. For more than four Trustees, please photocopy this "Trustee Information" section, provide information on each additional Trustee, and attach it to this form.

Complete all sections. We respect your privacy. Charles Schwab & Co., Inc. ("Schwab") will use the information you provide to open and service your account, communicate with you, and provide information about products and services. Read about Schwab's privacy policy at [www.schwab.com/privacy](http://www.schwab.com/privacy). As required by federal law, Schwab will use the information provided below to verify your identity.

### Trustee

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Home/Legal Street Address (no P.O. boxes, please) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (if different from above; P.O. boxes may be used) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Social Security/Tax ID Number \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_\_ Email Address\* \_\_\_\_\_

Home Telephone Number \_\_\_\_\_ Business Telephone Number \_\_\_\_\_ Cellular Telephone Number \_\_\_\_\_

☐ USA ☐ Other ☐ Other ☒ USA ☐ Other

Country(ies) of Citizenship (Must list all.) \_\_\_\_\_ Country of Legal Residence \_\_\_\_\_

☐ Passport ☐ U.S. Driver's License ☐ U.S. Gov't Issued ID

Identification Type (Complete only if not a U.S. citizen.) \_\_\_\_\_ Identification Number \_\_\_\_\_ State or Country of Issuance \_\_\_\_\_ Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

☐ Employed ☐ Self-Employed ☐ Retired ☐ Homemaker ☐ Student ☐ Not Employed

Employment Status (Please select only one.) \_\_\_\_\_ Employer Name/Business Name \_\_\_\_\_

Occupation (If you selected "Employed" or "Self-Employed," please select one option that best describes your occupation.)

☐ Business Owner/Self-Employed ☐ Financial Services/Banking Professional ☐ Military ☐ Consultant

☐ Executive/Senior Management ☐ Information Technology Professional ☐ Educator ☐ Other (specify): \_\_\_\_\_

☐ Medical Professional ☐ Other Professional ☐ Clerical/Administrative Services

☐ Legal Professional ☐ U.S. Government Employee (Federal/State/Local) ☐ Trade/Service (Labor/Manufacturing/Production)

☐ Accounting Professional ☐ Foreign Government Employee (Non-U.S.) ☐ Sales/Marketing

Business Street Address (no P.O. boxes, please) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? ☐ No ☐ Yes  
(If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)

Are you a director, 10% shareholder or policy-making officer of a publicly held company? ☐ No ☐ Yes

(If "yes," enter company name \_\_\_\_\_ and trading symbol \_\_\_\_\_.)

**\*By providing your email address, you consent to receiving email from Schwab. Information about opting out of certain email communications is provided at [www.schwab.com/privacy](http://www.schwab.com/privacy).**



**2. Trustee Information** (Continued)**Co-Trustee** (if applicable)

First Name _____		Middle _____	Last _____	
Home/Legal Street Address (no P.O. boxes, please) _____		City _____	State _____	Zip Code _____
Mailing Address (if different from above; P.O. boxes may be used) _____		City _____	State _____	Zip Code _____
Social Security/Tax ID Number _____	Date of Birth (mm/dd/yyyy) _____	Home Telephone Number _____	Business Telephone Number _____	Cellular Telephone Number _____
<input type="radio"/> USA <input type="radio"/> Other _____		<input type="radio"/> USA <input type="radio"/> Other _____		
Country(ies) of Citizenship (Must list all.) _____		Country of Legal Residence _____		
<input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID				
Identification Type (Complete only if not a U.S. citizen.) _____		Identification Number _____	State or Country of Issuance _____	Issue Date _____ Expiration Date _____
<input type="radio"/> Employed <input type="radio"/> Self-Employed <input type="radio"/> Retired <input type="radio"/> Homemaker <input type="radio"/> Student <input type="radio"/> Not Employed				
Employment Status (Please select only one.) _____		Employer Name/Business Name _____		
Occupation (If you selected "Employed" or "Self-Employed," please select one option that best describes your occupation.)				
<input type="radio"/> Business Owner/Self-Employed	<input type="radio"/> Financial Services/Banking Professional	<input type="radio"/> Military	<input type="radio"/> Consultant	
<input type="radio"/> Executive/Senior Management	<input type="radio"/> Information Technology Professional	<input type="radio"/> Educator	<input type="radio"/> Other (specify): _____	
<input type="radio"/> Medical Professional	<input type="radio"/> Other Professional	<input type="radio"/> Clerical/Administrative Services		
<input type="radio"/> Legal Professional	<input type="radio"/> U.S. Government Employee (Federal/State/Local)	<input type="radio"/> Trade/Service (Labor/Manufacturing/Production)		
<input type="radio"/> Accounting Professional	<input type="radio"/> Foreign Government Employee (Non-U.S.)	<input type="radio"/> Sales/Marketing		
Business Street Address (no P.O. boxes, please) _____		City _____	State _____	Zip Code _____
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="radio"/> No <input type="radio"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)				
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="radio"/> No <input type="radio"/> Yes				
(If "yes," enter company name _____ and trading symbol _____.)				



**2. Trustee Information (Continued)****Co-Trustee (if applicable)**

First Name _____		Middle _____	Last _____	
Home/Legal Street Address (no P.O. boxes, please) _____		City _____	State _____	Zip Code _____
Mailing Address (if different from above; P.O. boxes may be used) _____		City _____	State _____	Zip Code _____
Social Security/Tax ID Number _____	Date of Birth (mm/dd/yyyy) _____	Home Telephone Number _____	Business Telephone Number _____	Cellular Telephone Number _____
<input type="radio"/> USA <input type="radio"/> Other _____		<input type="radio"/> USA <input type="radio"/> Other _____		
Country(ies) of Citizenship (Must list all.) _____		Country of Legal Residence _____		
<input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID				
Identification Type (Complete only if not a U.S. citizen.) _____		Identification Number _____	State or Country of Issuance _____	Issue Date _____
<input type="radio"/> Employed <input type="radio"/> Self-Employed <input type="radio"/> Retired <input type="radio"/> Homemaker <input type="radio"/> Student <input type="radio"/> Not Employed				
Employment Status (Please select only one.) _____		Employer Name/Business Name _____		
Occupation (If you selected "Employed" or "Self-Employed," please select one option that best describes your occupation.)				
<input type="radio"/> Business Owner/Self-Employed	<input type="radio"/> Financial Services/Banking Professional	<input type="radio"/> Military	<input type="radio"/> Consultant	
<input type="radio"/> Executive/Senior Management	<input type="radio"/> Information Technology Professional	<input type="radio"/> Educator	<input type="radio"/> Other (specify): _____	
<input type="radio"/> Medical Professional	<input type="radio"/> Other Professional	<input type="radio"/> Clerical/Administrative Services		
<input type="radio"/> Legal Professional	<input type="radio"/> U.S. Government Employee (Federal/State/Local)	<input type="radio"/> Trade/Service (Labor/Manufacturing/Production)		
<input type="radio"/> Accounting Professional	<input type="radio"/> Foreign Government Employee (Non-U.S.)	<input type="radio"/> Sales/Marketing		
Business Street Address (no P.O. boxes, please) _____		City _____	State _____	Zip Code _____
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="radio"/> No <input type="radio"/> Yes (If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)				
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="radio"/> No <input type="radio"/> Yes				
(If "yes," enter company name _____ and trading symbol _____.)				





**2. Trustee Information** (Continued)**Co-Trustee** (if applicable)

First Name \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Home/Legal Street Address (no P.O. boxes, please) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address (if different from above; P.O. boxes may be used) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Social Security/Tax ID Number \_\_\_\_\_ Date of Birth (mm/dd/yyyy) \_\_\_\_\_ Home Telephone Number \_\_\_\_\_ Business Telephone Number \_\_\_\_\_ Cellular Telephone Number \_\_\_\_\_

☐ USA ☐ Other \_\_\_\_\_ ☐ Other \_\_\_\_\_ ☐ USA ☐ Other \_\_\_\_\_  
Country(ies) of Citizenship (Must list all.) \_\_\_\_\_ Country of Legal Residence \_\_\_\_\_

☐ Passport ☐ U.S. Driver's License ☐ U.S. Gov't Issued ID \_\_\_\_\_  
Identification Type (Complete only if not a U.S. citizen.) \_\_\_\_\_ Identification Number \_\_\_\_\_ State or Country of Issuance \_\_\_\_\_ Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_

☐ Employed ☐ Self-Employed ☐ Retired ☐ Homemaker ☐ Student ☐ Not Employed \_\_\_\_\_  
Employment Status (Please select only one.) \_\_\_\_\_ Employer Name/Business Name \_\_\_\_\_

Occupation (If you selected "Employed" or "Self-Employed," please select one option that best describes your occupation.)

☐ Business Owner/Self-Employed ☐ Financial Services/Banking Professional ☐ Military ☐ Consultant  
☐ Executive/Senior Management ☐ Information Technology Professional ☐ Educator ☐ Other (specify): \_\_\_\_\_  
☐ Medical Professional ☐ Other Professional ☐ Clerical/Administrative Services  
☐ Legal Professional ☐ U.S. Government Employee (Federal/State/Local) ☐ Trade/Service (Labor/Manufacturing/Production)  
☐ Accounting Professional ☐ Foreign Government Employee (Non-U.S.) ☐ Sales/Marketing

Business Street Address (no P.O. boxes, please) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? ☐ No ☐ Yes  
(If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)

Are you a director, 10% shareholder or policy-making officer of a publicly held company? ☐ No ☐ Yes

(If "yes," enter company name \_\_\_\_\_ and trading symbol \_\_\_\_\_.)

**If there are additional Trustees, please photocopy the "Trustee Information" section and provide information on each additional Trustee.**





**3. Employee Participant Information** (if applicable)

First Name _____		Middle _____	Last _____		Are you known by another name? (Specify) _____	
Home/Legal Street Address (no P.O. boxes, please) _____			City _____	State _____	Zip Code _____	
Mailing Address (if different from above; P.O. boxes may be used) _____			City _____	State _____	Zip Code _____	
Social Security/Tax ID Number _____		Date of Birth (mm/dd/yyyy) _____	Home Telephone Number _____		Business Telephone Number _____	
Cellular Telephone Number _____						
<input type="radio"/> USA <input type="radio"/> Other _____		<input type="radio"/> Other _____		<input type="radio"/> USA <input type="radio"/> Other _____		
Country(ies) of Citizenship (Must list all.) _____				Country of Legal Residence _____		
<input type="radio"/> Passport <input type="radio"/> U.S. Driver's License <input type="radio"/> U.S. Gov't Issued ID						
Identification Type (Complete only if not a U.S. citizen.) _____		Identification Number _____		State or Country of Issuance _____		Issue Date _____
Expiration Date _____						
<input type="radio"/> Employed <input type="radio"/> Self-Employed <input type="radio"/> Retired <input type="radio"/> Homemaker <input type="radio"/> Student <input type="radio"/> Not Employed						
Employment Status (Please select only one.) _____				Employer Name/Business Name _____		
Occupation (If you selected "Employed" or "Self-Employed," please select one option that best describes your occupation.)						
<input type="radio"/> Business Owner/Self-Employed		<input type="radio"/> Financial Services/Banking Professional		<input type="radio"/> Military		<input type="radio"/> Consultant
<input type="radio"/> Executive/Senior Management		<input type="radio"/> Information Technology Professional		<input type="radio"/> Educator		<input type="radio"/> Other (specify): _____
<input type="radio"/> Medical Professional		<input type="radio"/> Other Professional		<input type="radio"/> Clerical/Administrative Services		
<input type="radio"/> Legal Professional		<input type="radio"/> U.S. Government Employee (Federal/State/Local)		<input type="radio"/> Trade/Service (Labor/Manufacturing/Production)		
<input type="radio"/> Accounting Professional		<input type="radio"/> Foreign Government Employee (Non-U.S.)		<input type="radio"/> Sales/Marketing		
Business Street Address (no P.O. boxes, please) _____			City _____	State _____	Zip Code _____	
Are you affiliated with or employed by a stock exchange or member firm of an exchange or FINRA, or a municipal securities broker-dealer? <input type="radio"/> No <input type="radio"/> Yes						
(If "yes," you must attach a letter from your employer approving the establishment of your account when submitting this application.)						
Are you a director, 10% shareholder or policy-making officer of a publicly held company? <input type="radio"/> No <input type="radio"/> Yes						
(If "yes," enter company name _____ and trading symbol _____.)						

**4. Your Participation and Consent to Enroll in Schwab's Cash Features Program****A. Cash Features Program Information for Plan Sponsors/Trustees**

The Cash Features Program is a service that offers the Bank Sweep feature (named with respect to retirement plans the "Schwab Bank Sweep for Benefit Plans" feature) (a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in the Plan and/or Participant brokerage accounts under the Plan, as applicable, to earn income while you and/or your Participants, as applicable, decide how those funds should be invested longer term.

You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You instruct and direct Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement.

The Bank Sweep feature (including the Schwab Bank Sweep for Benefit Plans feature) is designated as the Cash Feature for brokerage accounts of account holders residing in the U.S. Through the Bank Sweep feature, Schwab automatically makes deposits to and withdrawals from deposit accounts at one or more Sweep Banks that are insured by the Federal Deposit Insurance Corporation (FDIC) up to certain prescribed FDIC limits.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

Please note: Participants in 403(b) retirement plans will be placed in the Schwab Government Money Fund™ (SWGXX). If this is a 403(b) plan, you instruct and direct Schwab to include this fund.



#### 4. Your Participation and Consent to Enroll in Schwab's Cash Features Program (Continued)

##### B. Cash Features Program Information for Plan Participants

The Cash Features Program is a service that offers certain cash features (each a "Cash Feature") to permit uninvested cash (the "Free Credit Balance") in your Participant brokerage accounts under the Plan to earn income while you decide how those funds should be invested longer term.

All uninvested funds held within your Account will be automatically invested (swept) into the Cash Feature selected by your Plan Sponsor or Trustee. If you have questions about your Plan's Cash Feature selection, please contact your Plan Sponsor or Trustee.

You understand that the terms and conditions of the Cash Features Program and of each Cash Feature are set forth in the Cash Features Disclosure Statement.

You understand that your Plan Sponsor has instructed and directed Schwab to include the Free Credit Balance under the Plan in the Cash Features Program, as described in the Cash Features Disclosure Statement, and that by your use of the Account you are consenting to the terms related to the Cash Feature selected on behalf of the Plan.

You understand and agree that Schwab may (1) make changes to the terms and conditions of the Cash Features Program; (2) make changes to the terms and conditions of any Cash Feature; (3) change, add, or discontinue any Cash Feature; (4) change the Plan's and/or any Participant's investment from one Cash Feature to another if the Plan and/or any Participant, as applicable, becomes ineligible for the current Cash Feature or the current Cash Feature is discontinued; and (5) make any other changes to the Cash Features Program or Cash Feature as allowed by law. Schwab will notify you in writing of changes to the terms of the Cash Features, changes to the Cash Features we make available, or changes to the Cash Features Program prior to the effective date of the proposed change.

#### 5. Paperless Document Enrollment

The Trustee will receive account statements, trade confirmations, shareholder materials, account agreements and related disclosures, and other regulatory documents, if available in paperless form, by email. For certain documents, including account statements, the Trustee will receive an email notification with a link to log on to our secure website to access your documents. For complete information, please see Important Information About Your Informed Consent to Receive Paperless Documents in the Appendix to this application. Enrollment may also qualify you for lower online equity trades; consult your IA or the applicable *Charles Schwab Pricing Guide* for additional details.

To opt for Paperless Documents, simply provide the Trustee's email address in Section 2. The enrollment completion will depend on one of the following scenarios.

##### Scenario 1:

If you are the Trustee and already have an account enrolled in Paperless Documents using the email address provided in Section 2, have logged on to schwab.com in the past six months, and agree to the following, your paperless enrollment will be complete once your account is opened.

- I have read and understood the Important Information About Your Informed Consent to Receive Paperless Documents in the Appendix to this application and consent to enrolling this account in Paperless Documents.
- I understand that I will receive an email with my new account agreement and related disclosures.

Or

##### Scenario 2:

If you are the Trustee and do not have an existing account enrolled in Paperless Documents, are using a different email address, or have not logged on to schwab.com in the past six months, we will send you an email after the account is opened. To complete enrollment, you will need to click the "I Consent" button in that email and/or follow the instructions to access schwaballiance.com. If you do not click the "I Consent" button, this account will not be enrolled in Paperless Documents and we will send your account agreement and related disclosures, as well as future regulatory documents, by postal mail.

If you do not want to participate in Paperless Documents, please check the box below.

☒ No, do not enroll my account in Paperless Documents. Please send my regulatory documents via postal mail.

#### 6. Optional Checks

☐ If you would like to order Schwab One® checks, please check here.

##### Anticipated Activity

On average, how many times per month do you anticipate writing checks? (Please select only one.)

- ☐ Less than 5 times per month
- ☐ 5 to 10 times per month
- ☐ 11 to 20 times per month
- ☐ More than 20 times per month





**7. Authorizations** (Optional—please select all that apply.)

You may change or revoke these Authorizations at any time by providing written notice to Schwab.

- ☐ **Trading and Disbursement Authorization.** By checking the circle and signing this Application, I authorize Schwab (1) to execute trades in my account at the direction of IA as provided under the Trading Authorization heading in the attached Schwab One® Account Application Agreement; (2) to disburse assets for investment purposes or to me personally, as instructed by IA; (3) to remit checks, wire funds and make certain disbursements of funds held in the account as regulations permit (i) to banks, broker-dealers, investment companies or other financial institutions for credit to an account of identical registration, or (ii) to me at my address of record. This disbursement authorization does not apply to Schwab MoneyLink® distributions or direct, ongoing electronic payments of dividends, interest and money market income. I acknowledge and agree that Schwab cannot confirm the account registration at the receiving financial institution and will rely solely on the representations of my IA as to the identical registration of the receiving accounts.
- ☒ **Trading Authorization.** By checking the circle and signing this Application, I authorize Schwab to execute trades in my account at the direction of IA as provided under the Trading Authorization heading in the attached Schwab One Account Application Agreement.
- ☒ **Fee Payment Authorization.** By checking the circle and signing this Application, I authorize Schwab to pay investment advisory and related fees to IA from my account in the amount of IA's instructions.

**8. Issuer Communications and Related Actions**

If you have granted your IA trading authority over your account, and your IA exercises investment discretion for you pursuant to an advisory contract, you can appoint your IA to be sent certain issuer and issuer-related communications (proxies, tender offers, proposed mergers, rights offerings, exchange offers and warrants, among other things) that may require a voting decision or other action regarding investments held in your account.

If you appoint your IA below, your IA will, regarding only those voting decisions or other action communications sent to your IA: (i) be requested to vote proxy ballots; (ii) be requested to provide instructions regarding corporate reorganizations and other corporate actions; and (iii) be sent certain prospectuses and annual reports and other communications. In these cases, you will be authorizing your IA to make all voting decisions and take all actions on your behalf. You will not be sent informational copies of these communications.

Even if you appoint your IA below, you may still be sent certain other issuer and issuer-related communications regarding investments held in your account. You agree that you will be responsible for providing Schwab any applicable instructions or directions on those items.

Please select only one:

- ☐ Yes. I appoint my IA and I will fulfill my responsibilities, as described above. I instruct Schwab not to disclose my name, address and securities positions to any issuer of securities held in my account.
- ☒ No. I do not appoint my IA as described above. I wish to be sent all issuer and issuer-related communications, make all voting decisions and take all actions described above. I understand that any issuer of securities held in my account may request that Schwab disclose to it my name, address and securities positions in that issuer.

If you selected "No" above, please select one:

My IA ☐ should / ☒ should not be sent informational copies of any issuer or issuer-related communications.

If you do not select either "Yes" or "No" above, Schwab will deem you to have indicated "No," but informational copies of issuer and issuer-related communications may be sent to your IA.

**9. Duplicate Statements and Trade Confirmations** (Optional)

In addition to the company listed in Section 1, who should receive statements and trade confirmations? (Select one or more.)

- ☐ Trustee
- Select one: ☐ Statements only ☐ Trade confirmations only ☐ Both statements and trade confirmations

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

- ☐ Participant (for segregated accounts only)
- Select one: ☐ Statements only ☐ Trade confirmations only ☐ Both statements and trade confirmations

- ☐ Other (if applicable)
- Select one: ☐ Statements only ☐ Trade confirmations only ☐ Both statements and trade confirmations

Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_



## 10. Certification of Trust

By signing this Application, each Trustee signing below (the "Trustees") certifies that the representations and warranties in the attached Certification of Trust are true and complete.

## 11. Authorization to Open Account

By signing this Application, you acknowledge that you have received and read a copy of the attached Application Agreement, which contains a predispute arbitration provision. You acknowledge that your signature signifies and constitutes your agreement that this account and your relationship with Schwab will be governed by the Application Agreement and all

incorporated agreements and disclosures, including, but not limited to, the Company Retirement Account Application Agreement and the applicable *Charles Schwab Pricing Guide*, each as amended from time to time (the "Agreement and Disclosures"). You understand there are fees associated with establishing, maintaining and engaging in transactions.

For purposes of this Account Application and the attached Application Agreement, the terms "you," "your" and "Account Holder" refer to each person who signs this Account Application. The terms "we," "us," "our" and "Schwab" refer to Charles Schwab & Co., Inc.

As an authorized signer for the Plan, I acknowledge, with my signature below, that I have received a Fee Disclosure Report (explanation of fees and services) from Charles Schwab & Co., Inc., or its affiliates, which contains information required by 29 C.F.R. Section 2550.408b-2(c)(1) (the ERISA section 408(b)(2) regulation).

I certify, under penalty of perjury, that (1) the number shown on this Application is the correct Plan Tax Identification Number; (2) The Plan is not subject to backup withholding due to a failure to report interest and dividend income; (3) The Plan is a U.S. person (a U.S. citizen or U.S. resident alien); and (4) The Plan is exempt from Foreign Account Tax Compliance Act (FATCA) reporting. I understand that if I have been notified by the IRS that the Plan is subject to backup withholding as a result of dividend or interest underreporting and I have not received a notice from the IRS advising me that backup withholding is terminated, I must cross out item 2 above.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

The Agreement with Schwab includes a predispute arbitration clause. You acknowledge receipt of the predispute arbitration clause contained on page 4 of the Company Retirement Account Application Agreement.

Signature: Trustee	Print Name	Date (mm/dd/yyyy)
Signature: Co-Trustee (if applicable)	Print Name	Date (mm/dd/yyyy)
Signature: Co-Trustee (if applicable)	Print Name	Date (mm/dd/yyyy)
Signature: Co-Trustee (if applicable)	Print Name	Date (mm/dd/yyyy)
Signature: Participant (if applicable)	Print Name	Date (mm/dd/yyyy)

All Trustees listed in Section 2 must sign and date above. If applicable, the Employee Participant listed in Section 3 must sign and date above.





These terms relate to your Account and are part of the Account Agreement between each Account Holder and Schwab. Please retain for your files.

In our capacity as Trustees, and, if applicable, all Co-Trustees (collectively known as "Trustee(s)") of the Trust, Trustees hereby request that Charles Schwab & Co., Inc. ("Schwab") open a Brokerage Account on behalf of the Trust listed in Section 1 of this Company Retirement Account Application. Trustees agree to read and be bound by the terms of the Account Agreement (which includes information on the Cash Account, Schwab One® services, funds in the Cash Features Program, the Margin and Short Account, the Disclosure of Credit Terms and Policies, the Schwab StockBuilder Plan® and other written agreements between the Trustees and Schwab), and Trustees agree to be bound by the terms of the Account Agreement that apply to the Brokerage Accounts as currently in effect and as amended from time to time. If, in the future, Trustees add features to this Account governed by the foregoing agreements (e.g., Money Fund or covered options), including changing to another type of account offered by Schwab, Trustees agree to be bound by their terms and conditions. If Trustees do not receive or understand the Account Agreement, Trustees will notify Schwab. Trustees acknowledge that Schwab does not give legal or tax advice, and will not advise the Trustees concerning the nature, potential value or suitability for the Trust of any particular security, transaction or investment strategy.

The representations and obligations stated herein shall survive termination of the Trust Agreement and the Account Agreement relating to the Trust's Brokerage Account.

## Certification of Trust

In consideration of Charles Schwab & Co., Inc. ("Schwab") opening and/or maintaining Account(s) for the Trust named above (the "Trust"), the undersigned Trustees of the Trust represent, warrant and certify the following:

- The representations made herein are true, complete and accurate.
- The undersigned Trustees are all of the Trustees of the Trust.
- The Trust is in full force and effect.
- The Trust Agreement (as defined above) has not been revoked, modified or amended in any manner that would cause the representations contained in this Certification to be inaccurate or incorrect.
- It is the responsibility of the Trustee(s) to consult with all other Trustees before giving Schwab any instructions regarding the Account(s). Any notice sent to one Trustee shall constitute notice to all Trustees.
- If there is more than one Trustee, Schwab is authorized to follow the instructions of any Trustee and to deliver funds, securities or any other assets in the Account(s) to any Trustee

or on any Trustee's instructions on the presumption that the Trustee so acting is so authorized because either (1) the Trust Agreement expressly provides that each Trustee is authorized to act individually, independently and without the consent of the other Trustees for all purposes related to the Account(s), or (2) if the Trust does not contain such an express provision, the Trustee so acting has obtained the requisite consent of the other Trustees in accordance with the requirements of the Trust Agreement.

- Schwab is not responsible for determining the purpose or propriety of any instructions received from any Trustee or for the disposition of payments or deliveries among Trustees.
- Either the Trust Agreement or applicable law grants the Trustee(s) the power to (1) delegate to others (such as Advisor or Managers, as each are defined in the Trust's Account Application ["Application"]) the authority to give trading instructions (and, if applicable, other instructions) with respect to the Account(s), including, without limitation, the Investment Advisor and Manager authorizations that are described and/or indicated in the Application relating to the Trust's Account(s), and (2) pay advisory and related fees to Advisor and, if applicable, Managers, from the Account(s).
- The Trustee(s) have the power under the Trust Agreement to enter into transactions for the purchase and sale of securities and other investments, including, without limitation, stocks (preferred or common), bonds, mutual funds and certificates of deposit.
- If options are traded with respect to any of the Account(s), the Trust Agreement specifically authorizes the Trustees to trade in all types of options, including, without limitation, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls.
- If the Trustees pledge Trust assets (including securities owned by the Trust) to secure obligations owed to Schwab, the Trust Agreement expressly authorizes the Trustees to enter into such pledges.
- If the Trustee(s) pledge assets of the Trust to secure obligations owing from the Trust to third parties, the Trust Agreement specifically authorizes the Trustee(s) to enter into such pledges.
- The Trust Agreement authorizes the Trustee(s) to grant a lien and right of setoff in favor of Schwab to secure the repayment of all present or future indebtedness.

**Note: Additional documents are required to add someone with Power of Attorney. In order to trade options in a Trust Account through Schwab, the Trust must meet certain financial requirements, and the Trustee(s) must meet certain investment experience requirements and complete a separate Options Trading and Margin Application.**

The Trustees acknowledge and agree that all prior designations, consents and authorizations which may have previously been agreed to by any prior trustee(s) acting on behalf of the Account(s) shall continue to apply both with respect to the Trust and to the Trustees. The Trustees further acknowledge and agree that the Account will remain subject to any prior agreements (including any addenda, and/or amendments thereto) as may currently be applicable to the Account(s), including but not limited to the terms and conditions of any Account Agreement(s) and Disclosures relating to the Trust, as each may be amended from time to time. The Trustees agree to assume by way of assignment from any prior trustee(s) all trustee obligations and liabilities set forth in any of the applicable Trust Agreement(s), whether or not each Trustee personally executed such applications or agreement(s) on behalf of the Trust.

Schwab will rely on this Certification and upon the representations made herein unless and until it receives written notice of changed Trustee(s) or written notice of any events affecting the representations of the Trustee(s)' powers made in this Certification. The undersigned Trustees agree to send written notice promptly to Schwab of any change in Trustees, of any amendment or modification to the Trust Agreement that would cause the representations contained in this Certification to be or become inaccurate or incorrect, or of the occurrence of any event that would affect the Trust's revocability, the Trustee's powers or any representations made in this Certification.

The undersigned Trustees hereby jointly and severally indemnify Schwab and each of its officers, directors, employees and agents from, and hold such persons harmless against, any claims, judgments, surcharges, settlement amounts or other liabilities or costs of defense or settlement (including attorneys' fees) arising out of, or related to, any actual or alleged improper or unsuitable actions taken at such Trustee's instructions in connection with the Account(s). This indemnification is made by the undersigned Trustees both in their capacities as Trustees and in their individual capacities, and shall not be limited by the Trustees' provision to Schwab of independent documentation concerning the representations made herein.

All names and terms that are not specifically defined in this form (including this Certification) have the same meanings as in the Application (as defined above). In addition, all terms and conditions specified in the Application apply to this form. When completed, signed and accepted by Schwab, this form (including this Certification) will be part of the Application.

The representations and obligations stated herein shall survive termination of the Trust



Agreement and the Account Agreement relating to the Account(s).

**Tax Certification.** Trustees certify under penalty of perjury that (1) the number shown on this Application is the correct taxpayer identification number required for the Trust, and (2) that the Trust is not subject to backup withholding because the Trust is an organization exempt from federal income tax under section 501(a) of the Internal Revenue Code.

**Role of Charles Schwab & Co., Inc.** I acknowledge and agree that: Schwab will merely carry out transactions as directed by me and/or Investment Advisor ("IA") as the case may be; I (and not Schwab) am responsible for investigating and selecting IAs; except in the case of Schwab's affiliated IAs, Windhaven Investment Management, Inc. ("Windhaven®") and ThomasPartners, Inc. ("ThomasPartners®"), IAs are not affiliated with, or controlled or employed by, Schwab; and Schwab has no duty to supervise or monitor trading by me or by IA, including Windhaven and ThomasPartners, in my Account. Schwab will send me written confirmations of my trades executed through Schwab and monthly statements of all activity in my Account. I authorize Schwab to obtain from IA, and IA to provide to Schwab, information regarding my Account as Schwab may reasonably request. If any of IA's employees are associated with a member of the Financial Industry Regulatory Authority (FINRA), NYSE or affiliate, Schwab is authorized to deliver information concerning my Account to such member upon request.

Trustees further acknowledge and agree that:

- Schwab has no duty to review the documents under which the Plan is maintained, to update these documents, or to request a determination letter from the Internal Revenue Service concerning the Plan documents.
- Schwab has no duty to determine or review allocations of contributions among Participants, or to perform any recordkeeping functions for the Plan.
- Schwab has no duty to review Plan investments for compliance with the Employee Retirement Income Security Act of 1974 as amended (ERISA) (including determining whether any investments constitute prohibited transactions under ERISA) or to determine whether Plan investments will result in exposure to the tax on unrelated business taxable income, or to review the Plan documents to determine whether any investment instructions are in accordance with the terms of the Plan.
- Schwab has no duty to assist in complying with any obligations that may be imposed under ERISA, including, without limitation, the reporting, participant disclosure or bonding requirements of ERISA.
- Schwab has no duty to determine the valuation of any assets in the Account that are not traded on a recognized exchange.
- Schwab has no duty to assist in complying with any legal obligations that may apply to distributions from the Plan, to determine whether any distributions are required under the "required minimum distribution" rules of the Internal Revenue Code, to determine whether any distributions that Schwab may be instructed to make are properly authorized

under the terms of the Plan, or to review any beneficiary designations that may be made by Plan Participants.

- Schwab has no duty for the preparation, distribution and or filing of any federal tax forms, reports, or tax withholding elections related to any payments from my retirement plan, including but not limited to IRS Form 1099-R. Schwab is not responsible for the remittance of any taxes related to withholding on distributions from my retirement plan.

If my IA and/or I direct Schwab to act as custodian of nonpublicly traded assets, I acknowledge and agree: (1) that nonpublicly traded assets generally lack a liquid market and that the value of such assets may be difficult to ascertain; (2) that any estimated value reflected on my account statement or other communication from Schwab is for informational purposes only and may be significantly different from the actual market value or the liquidation value of such assets; (3) that Schwab has no responsibility for, nor does Schwab guarantee the accuracy of, any such valuation of assets, even if the assets have been valued by a pricing service selected by Schwab; (4) that Schwab may require that I sign an addendum to my Account Agreement if Schwab agrees, in the exercise of its discretion, to accept custody of any nonpublicly traded assets in my Account. I authorize Schwab to obtain from IA, and IA to provide to Schwab, information regarding my Account as Schwab may reasonably request.

I acknowledge, understand and agree that (1) Network member advisors pay Schwab fees to be members; (2) Network member advisors, including IA, are independent and not employees or agents of Schwab; (3) Schwab prescreens Network member advisors and checks their experience and credentials against criteria Schwab sets; (4) neither an IA's membership in Schwab Advisor Network® nor the affiliation of Windhaven or ThomasPartners with Schwab changes that (A) I am solely responsible for (i) the decision to hire IA, (ii) what authority to give IA and (iii) evaluating IA's services and performance; and (B) Schwab (i) does not supervise IA and (ii) takes no responsibility to monitor IA's performance or transactions in the Account; and (5) if I was referred to IA through the Schwab Advisor Network or referred to Windhaven or ThomasPartners, I received, read and understood the Schwab Advisor Network Disclosure Document and the Windhaven Disclosure Brochure or the ThomasPartners Disclosure Brochure.

**Trading Authorization.** If I have indicated on this Account Application that the Investment Advisor ("IA") named above, which I understand may be referred to as "Investment Manager" or "IM" in other documentation relating to my Account, will have the authority to direct Schwab to execute trades in my Account, I authorize Schwab to accept instructions from IA regarding my Account, and to take all other actions necessary or incidental to the execution of such instructions, as IA shall direct. If my Account has a margin feature, Schwab is authorized to accept instructions from IA to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through the Account, and to secure the performance of obligations in the Account with any assets held in the Account (the

"Account Assets"). If my Account is authorized for option trading, Schwab is authorized to accept instructions from IA to purchase and sell (write) index participation contracts and covered and uncovered option contracts on securities and securities-related indexes, up to my approved level of options trading strategy. Schwab, and other people to whom Schwab has given instructions in order to implement the IA's instructions, may rely on IA's instructions without obtaining my approval, counter-signature or co-signature. IA's authority will include, without limitation: the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants, covered and uncovered options (if I have authorized trading covered and uncovered options, and only up to my approved level of option trading strategy), mutual fund shares, evidences of indebtedness and any other securities, instruments or contracts relating to securities.

I authorize Schwab to take such actions as Schwab deems reasonably necessary to carry out instructions Schwab receives from me and/or IA. I further authorize Schwab, acting upon IA's instructions, to aggregate transaction orders for my Account with orders for one or more other accounts over which IA has trading authorization or to accept or deliver assets in transactions executed by other broker-dealers where IA has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of such order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed.

**Fee Payment Authorization.** If I have indicated on this Application that my IA will have fee payment authority over my Account, I authorize Schwab to pay investment advisory and related fees from my Account to my IA in the amount of my IA's instructions. I have authorized my IA in writing to receive fee payments directly from my Account. Schwab may rely on the instructions submitted by my IA, and will have no responsibility to confirm those instructions with me or verify the fees. Schwab may redeem money market fund shares in my Account to the extent necessary to pay these fees. My IA's fees debited from my Account will appear on Schwab's statements of my Account.

**Disbursement Authorization.** If I have indicated on this Application that my IA will have trading and disbursement authority over my Account, pursuant to an agreement between the IA and Trustee as plan fiduciary, I authorize Schwab to disburse assets from my Account for investment purposes, and funds to me personally, as instructed by my IA. Trustee acknowledges and represents to Schwab that it has all requisite authority to provide this authorization to Schwab, and that the delegation of responsibilities under the plan and Trust is permitted under the terms of any applicable plan and trust and under applicable law and regulation, including ERISA. On my IA's instruction, Schwab is authorized to remit checks, wire funds, and make certain disbursements of funds held in the account as regulations permit (i) to banks, broker-dealers, investment companies or other financial institutions for credit to an account of identical registration, or



(ii) to me at my address of record. This disbursement authorization does not apply to Schwab MoneyLink® distributions or direct, ongoing electronic payments of dividends, interest and money market income. I acknowledge and agree that Schwab cannot confirm the account registration at the receiving financial institution and will rely solely on the representations of my Investment Advisor as to the identical registration of the receiving accounts.

Trustee acknowledges and agrees that: (i) all the duties, responsibilities and obligations with respect to applicable tax reporting and tax withholding for all such participant distributions, plan disbursements and transfers authorized by the Trustee shall be that of IA, as paying agent for the plan, except to the extent that the Trustee has reserved such tax reporting and tax withholding responsibilities for itself or has otherwise delegated such paying agent responsibilities to another service provider and (ii) Schwab has no such duties, responsibilities or obligations.

Trustee shall be responsible for ensuring that any IA complies with all relevant terms of the Account Application and Agreement and any breach by the IA shall constitute a breach by the Trustee and shall be subject to the indemnification obligations of the Trustee as set forth herein.

The Trustee authorizes Schwab to rely upon the instructions from IA or any authorized delegate ("Delegate") of IA without any obligation by Schwab to investigate the validity or accuracy of such instructions received by Schwab from IA or its Delegate, as if such directions, authorizations and instructions were provided by the Trustee. Schwab is authorized to provide such information to IA or its Delegate that it may request, including any such participant and plan information relating to the Account, and in Schwab's possession, without any obligation to consult the Trustee in advance of providing IA or its Delegate with such information.

Trustee acknowledges and agrees that Schwab shall not be liable for any losses to any party unrelated to Schwab resulting from Schwab's reliance upon the authorizations, acknowledgments and representation provided by the Trustee in this Application and Agreement or from IA and from Schwab's reliance upon the instructions, directions and authorizations provided by (or in the absence of their provision by) IA to Schwab relating to the Account. Trustee shall indemnify, release and hold Schwab and/or its officers, employees, agents, affiliates, successors and assigns harmless from any liability, loss, claim, expense or damage (including reasonable attorney's fees, costs and expenses) with respect thereto.

**Termination of Authorizations.** The authorizations I have granted in this Account Agreement will remain effective until I or IA have revoked or terminated any of them by giving notice to Schwab, either by mail, telephone, facsimile, telegraph, messenger, electronic mail, voice mail or otherwise, provided, however, that Schwab reserves the right to require written notice or confirmation that such authorization has been terminated or revoked. I understand that I may revoke or terminate all authorizations or designations conferred herein at any time. Unless revoked or terminated by me, all authorizations and designations conferred herein to IA shall continue to apply to IA's successors or

assigns. Such revocation will not affect my obligation resulting from transactions initiated prior to Schwab's receipt of such notice. I understand that if Schwab terminates its Investment Manager Service Agreement with IA, Schwab will not be obligated to honor any further instructions from IA; I will have exclusive control over, and responsibility for, my Account; and unless Schwab notifies me otherwise, my Account will become a Schwab retail brokerage account subject to all terms and conditions applicable thereto, including fees and commissions, investment products and other services available to Schwab retail customers. Schwab will notify me as soon as reasonably possible after any such termination.

#### **Limited Power of Attorney for Participant-Directed Accounts.**

In our capacity as Trustee and, if applicable, all Co-Trustees (collectively known as "Trustees") of the Trust, if the Trustee(s) have indicated in Section 1 that Trustee(s) wish(es) to authorize Participants to direct investments for their segregated accounts, Trustees hereby request that Schwab open Brokerage Accounts, with respect to each Plan Participant, a complete list of which will be furnished to Schwab, on behalf of the Trust listed in Section 1 of this Company Retirement Account Application. The Trustees hereby grant to each Participant signing a Limited Power of Attorney ("LPOA") the authority with respect to such Participant's account set forth below. Trustees agree and acknowledge that:

- Schwab will merely effect trades as directed by Participant.
- Schwab does not give legal or tax advice, and will not advise the Participant about the nature, potential value or suitability for the Trust of any particular security, transaction or investment strategy.
- Schwab has no duty to supervise or monitor trading by the Participant in the Brokerage Account.

The Participant and Schwab agree that the authority conferred on Participant by the LPOA Authorization to the Participant concerning a Schwab Individually Directed Retirement Account Application (the "LPOA") shall be exercised in accordance with the following terms and conditions.

#### **Authorization to Trade for Brokerage Account.**

Participant may place trading orders for the Brokerage Account pursuant to the LPOA. The Trustees may revoke the LPOA at any time by giving written notice to Schwab. Participant agrees not to take any actions that exceed its authority under the LPOA or any other agreement between Participant and the Trustees.

**Suitability.** From time to time, Schwab may make available investment research and information ("Schwab research"). Trustees and Participant agree and acknowledge that they and their IA are responsible for the transactions in the Account, including assessing the suitability of transactions for the Account, even if Schwab research was used in making the investment decisions for the Account.

**Unclaimed Property.** If no activity occurs in the Account within the time period specified by applicable state law, the Account may be transferred to the appropriate state.

**Compliance With Applicable Law and FINRA Rules of Conduct.** Participant will comply with

all applicable state and federal securities laws (including ERISA). Further, Participant represents and warrants that, unless Participant has given Schwab written notice to the contrary, Participant is not "associated" with a member of FINRA within the meaning of Rule 3050 of FINRA's Rules of Fair Conduct. Participant agrees to give Schwab prompt written notice if Participant later becomes so associated.

**Indemnification.** Participant will indemnify and hold harmless Schwab, its affiliates and their directors, officers, employees and agents from and against all claims, actions, costs and liabilities, including attorneys' fees, arising out of or relating to (1) their reliance on this Account Agreement; (2) Schwab's execution of IA's instructions; (3) any breach by participant of any provision of this Agreement; and (4) any dispute between Participant and Trustees.

**Verification.** I authorize Schwab to inquire from any source, including a consumer reporting agency, as to my identity (as required by federal law), creditworthiness and ongoing eligibility for the Account (and that of my spouse, if I live in a community property state) at Account opening, at any time throughout the life of the Account, and thereafter for debt collection or investigative purposes.

#### **Trade Confirmations and Account Statements.**

Unless the Trustees direct otherwise, Schwab will send trade confirmations and account statements to the Participant and, if requested by the Trustees, to the Trustees.

**Sale of Control or Restricted Securities.** Before instructing Schwab to sell securities that are:

- "Restricted securities" or securities of an issuer of which the Participant or the Trustee is an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933), or
- Securities that are being sold in reliance on Rule 145(d) under such Act,

the Participant agrees to tell Schwab the status of such securities and promptly furnish whatever information and documents (including opinions of legal counsel, if requested) that Schwab may request in connection with Schwab's regulatory duties. Participant agrees not to tender any such securities as collateral for an obligation the Trustees or the Participant owe Schwab, unless the Trustees and the Participant first obtain Schwab's written consent.

**Products and Services Provided to IA.** Schwab may provide IA, at no fee or at a discounted fee, with research, software and other technology, information and consulting services and other products and services that benefit IA. Schwab's provision of these products and services to IA may be based upon clients of IA placing a certain amount of assets in their brokerage accounts at Schwab (i.e., custodying assets at Schwab) within a certain period of time. IA may be influenced by this commitment in recommending or requiring that its clients establish brokerage accounts at Schwab. These products and services may not necessarily benefit my Account.

**Pricing.** Schwab and IA may agree to pricing (including commissions and transaction account and service fees) for my Account and IA's other clients' accounts at Schwab based upon the nature and scope of business that IA transacts with Schwab, including the current and future expected amount of IA's clients' assets



custodied at Schwab, the types of securities managed by IA and/or expected frequency of IA's trading. Schwab may change this pricing if the nature and scope of business that IA transacts with Schwab changes or does not reach agreed-upon levels, in which case pricing for IA's clients' accounts, including my Account, may increase to an amount determined by Schwab, not to exceed Schwab's standard pricing as published in the then-current applicable *Charles Schwab Pricing Guide*.

**Schwab's Privacy Policy and Disclosure of Information.** Schwab respects your privacy. Schwab will use the information you provide to open and service your Account, to communicate with you when necessary, to provide you with additional information about products and services and to provide to your IA, and certain third parties as your IA directs Schwab, information as provided in this Application. Pursuant to your Account Agreement, Schwab may disclose information about you and your Account to certain other third parties. Please call Schwab at 1-800-515-2157 for a copy of Schwab's privacy policy.

**Using the Check Feature.** If you have requested the check feature for your Account, you authorize checks to be issued as indicated in your Account Application. You agree that each Trustee is authorized to write checks.

**Required Arbitration Disclosures.** Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that this agreement contains a predispute arbitration clause. This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative

class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied;
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**Arbitration Agreement.** Any controversy or claim arising out of or relating to (i) this Agreement, any other agreement with Schwab, an instruction or authorization provided to Schwab or the breach of any such agreements, instructions, or authorizations; (ii) the Account, any other Schwab account or Services; (iii) transactions in the Account or any other Schwab account; (iv) or in any way arising from the relationship with Schwab, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers ("Related Third Parties"), including any controversy over the arbitrability of a dispute, will be settled by arbitration.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns and any other persons having or claiming to have a legal or beneficial interest in the Account, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist Schwab in providing Services ("Third-Party Service Providers") and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

The parties agree that this arbitration agreement will apply even if the application to open the Account is denied and will survive the closure of your Account and/or the termination of services rendered under this Agreement.

Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of, the Financial Industry Regulatory Authority (FINRA) or any national securities exchange that provides a forum for the arbitration of disputes, provided that Schwab is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchange. If arbitration before FINRA or an eligible national securities exchange is unavailable or impossible for any reason, then such arbitration will be conducted by, and according to the rules and regulations then in effect of, the American Arbitration Association (AAA). If arbitration before the AAA is unavailable or impossible for any reason, the parties agree to have a court of competent jurisdiction appoint three (3) arbitrators to resolve any and all disputes or controversies between or among the parties. Each party shall bear its own initial arbitration costs, which are determined by the rules and regulations of the arbitration forum. In the event of financial hardship, the arbitration forum may waive certain costs in accordance with such rules. At the conclusion of the hearing, the arbitrators will decide how to assess the costs of the arbitration among the parties.

Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of said award.

For FINRA arbitrations, FINRA will appoint a single public arbitrator in customer cases decided by one arbitrator. In customer cases decided by three arbitrators, investors have the option of choosing an arbitration panel with two public arbitrators and one non-public arbitrator (Majority-Public Panel Rule) or a panel of all public arbitrators (Optional All-Public Panel Rule). If the customer declines to elect a panel selection method in writing by the applicable deadline, the Majority-Public Panel Rule for selecting arbitrators will apply.

All notices from one party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified or registered mail, or otherwise given by other commercially accepted medium of written notification.

In addition to the above provisions, if a party to this Agreement is or becomes a non-U.S. resident at the time of any controversy subject to this arbitration agreement, such party acknowledges and agrees to the following additional provisions:

- (1) The rules of the organization administering the arbitration specifically provide for the formal designation of the place at which the arbitration is to be held.
- (2) Entering into this Agreement constitutes consent to submit to the personal jurisdiction of the courts of the state of California, U.S.A., to interpret or enforce any or all of these arbitration provisions. Judgment on any arbitration award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.
- (3) The exclusive language to be used by the parties and the arbitrators in the arbitration proceedings shall be English. Any party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume all costs of the service.
- (4) If a party is a foreign government or state, state-owned or state-operated enterprise or other instrumentality of a foreign government or state, such party waives all rights of sovereign immunity and neither the Federal Act of State doctrine nor the doctrine of sovereign immunity shall apply insofar as any enforcement in courts located in the U.S.A. is concerned.

I consent to Schwab: (i) sending, by mail, electronic delivery and/or other means, duplicate copies of account trade confirmations, account statements and any other information relating to me and my Accounts to my IA and MM, if and in such manner as requested by my IA and MM; (ii) sending such information about me and my Accounts to third parties as my IA or MM shall direct Schwab; and (iii) disclosing information about me and my Accounts to



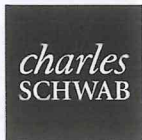
other third parties as provided in Schwab's privacy policy, this Account Application and the Account Agreement.

**Information About SIPC.** To obtain information about Securities Investor Protection Corporation (SIPC), including an explanatory SIPC brochure, please contact SIPC at [www.sipc.org](http://www.sipc.org) or 1-202-371-8300.

**Impartial Lottery for Securities Subject to Partial Call or Partial Redemption.** If Schwab holds securities for you in street name, in Schwab's name, or in bearer form that are subject to partial call or partial redemption, then in the case of a partial call or partial redemption Schwab will use an impartial lottery system to

select the securities to be called or redeemed from among accounts holding those securities. For a description of Schwab's lottery system, please visit [www.schwab.com/PartialCalls](http://www.schwab.com/PartialCalls). If you would like a printed description of Schwab's lottery system mailed to you, please contact Schwab Alliance at 1-800-515-2157.

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# Cash Features Program

## General Terms and Conditions

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The automatic investment of your free credit balance, including the frequency and the amount of each sweep, is governed by the terms and conditions set forth in the Cash Features Disclosure Statement and in the Account Agreement applicable to your account. The material in this document is intended for informational purposes only. If there is any conflict between the descriptions in this document and the terms of your Account Agreement, your Account Agreement will control.

<b>How the Cash Features Program Works</b>	Schwab's Cash Features Program is the service (described in the Cash Features Disclosure Statement) that we provide to automatically invest, or "sweep," the Free Credit Balance in your account into a liquid investment to earn interest. The program permits you to earn income while you decide how those funds should be invested longer term.
<b>Available Cash Feature</b>	<p>The available cash features currently consist of:</p> <ul style="list-style-type: none"><li>▪ Interest payments by Schwab on the Free Credit Balance in your eligible account (the "Schwab One® Interest feature");</li><li>▪ Interest-bearing Deposit Accounts at our affiliated bank, Schwab Bank (the "Bank Sweep feature," which consists of the "Schwab Bank Sweep feature" and the "Schwab Bank Sweep for Benefit Plans feature"); and</li><li>▪ For some accounts, one or more affiliated money market mutual funds (the "Money Fund Sweep feature").</li></ul>
<b>Eligibility</b>	Eligibility for each cash feature is based on the registered ownership and the type of account. Not all account registrations and account types will be eligible for all cash features. Some account registrations and account types will be eligible for only one cash feature. Please see your Account Application and the Cash Features Disclosure Statement for more complete eligibility details.
<b>Duty to Monitor Eligibility for Cash Features</b>	It is your responsibility to monitor your eligibility for the cash features and determine the best cash feature available to you. Schwab is not responsible for contacting you if you are, or later become, eligible for other higher-yielding cash features.
<b>Interest Rates and Yields</b>	<p>The interest rates and yields for the different cash features vary over time. Current interest rates and yields can be obtained by contacting your independent investment advisor or your Financial Consultant, or by calling us at 1-800-435-4000. If you already have an account, you can visit our website at <a href="http://www.schwab.com/cash">www.schwab.com/cash</a>. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_cash">www.schwab.com/SA_cash</a>, or call Schwab Alliance at 1-800-515-2157.</p> <ul style="list-style-type: none"><li>▪ The interest rate on the Schwab One Interest feature is set by Schwab. We may seek to pay as low a rate as possible consistent with our views of competitive necessities. With certain exceptions, the rate will be tiered based upon the overall Household Balance of your account(s).</li><li>▪ The interest rate on the Schwab Bank Sweep feature is set by Schwab Bank, which may seek to pay as low a rate as possible consistent with its views of competitive necessities. With certain exceptions, the rate will be tiered based upon account type and the overall household value of your account(s) with Schwab and Schwab Bank.</li><li>▪ The interest rate on the Schwab Bank Sweep for Benefit Plans feature is set by Schwab Bank, which intends to pay interest consistent with reasonable rate provisions of applicable legal and regulatory authority. Interest rates do not vary by tiers and do not vary based on householding of assets.</li></ul>

Brokerage Products: Not FDIC-Insured • No Bank Guarantee • May Lose Value



<b>Interest Rates and Yields</b> (Continued)	<ul style="list-style-type: none"> <li>▪ Money market mutual funds offered through the Money Fund Sweep feature seek to achieve the highest yield (less fees and expenses) consistent with prudence and their investment objectives.</li> </ul> <p>Cash features are not intended to be long-term investments. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available in the market, please contact your Schwab representative or visit <a href="http://www.schwab.com/cash">www.schwab.com/cash</a> for investment options that may be available outside of the Cash Features Program to help maximize your return potential consistent with your investment objectives and risk tolerance. If your account is an Advisor Services account, please contact your advisor, visit <a href="http://www.schwab.com/SA_cash">www.schwab.com/SA_cash</a>, or call Schwab Alliance at 1-800-515-2157.</p>
<b>Benefits to Schwab</b>	<p>We may charge fees and receive certain benefits under the different cash features. A portion of these fees and benefits may be shared with your investment professional. Because of these fees and benefits, we have a financial incentive to select the particular cash features included in the Cash Features Program.</p>
<b>Differing Risks and Account Protection</b>	<p>The different cash features are subject to different risks and account protection:</p> <ul style="list-style-type: none"> <li>▪ The Schwab One® Interest feature is not subject to market risk and value loss but is subject to the risk of Schwab's failure. In the unlikely event that Schwab fails, cash is eligible for SIPC coverage up to a limit of \$250,000 (including principal and interest) per client in each insurable capacity (e.g., individual or joint). Free Credit Balances held at Schwab are not insured or guaranteed by the FDIC.</li> <li>▪ The Bank Sweep feature, which includes the Schwab Bank Sweep feature and the Schwab Bank Sweep for Benefit Plans feature, is not subject to market risk and value loss but is subject to the risk of Schwab Bank's failure. In the unlikely event that Schwab Bank fails, deposits at Schwab Bank are eligible for FDIC insurance protection up to a limit of \$250,000 (including principal and interest) per depositor in each insurable capacity (e.g., individual, joint, and plan participant). This limit includes any other deposits you may have at Schwab Bank outside of the Bank Sweep feature. <b>You are responsible for monitoring your bank balances in the Bank Sweep feature and the balances in any of your other bank accounts at Schwab Bank to determine if these, in total, exceed FDIC insurance limits. Monies held in the Bank Sweep feature are not covered by SIPC.</b></li> <li>▪ Money market mutual funds in the Money Fund Sweep feature invest in high-quality, short-term securities and seek to maintain a stable value, but are subject to market risks and potential value loss. They are not bank accounts and are not subject to FDIC insurance protection. They are instead covered by SIPC, which protects against the custodial risk (and not a decline in market value) when a brokerage firm fails by replacing missing securities and cash up to a limit of \$500,000, of which \$250,000 may be cash. Shares held through the Money Fund Sweep feature are not considered cash, but are treated as securities for SIPC coverage.</li> </ul>

Brokerage Products: Not FDIC-Insured ▪ No Bank Guarantee ▪ May Lose Value

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# Important Information About Your Informed Consent to Receive Paperless Documents

## The Purpose and Effect of Your Consent

We are required to give you "in writing" certain records and disclosures about our relationship and transactions in your account. You are entitled to receive those documents on paper. With your affirmative consent, we can provide the documents to you electronically instead ("Paperless Documents"). The information below will help you understand the conditions and requirements relating to the Schwab Paperless Documents program. You can always find the most up-to-date version of this important information at [schwab.com/paperless\\_consent](http://schwab.com/paperless_consent).

Paperless Document categories include: tax documents, trade confirmations, account statements, and other account-related documents delivered after account opening, including account agreement amendments and program disclosures, fund prospectuses, shareholder materials, and investment advisory service disclosures. Each of these document categories is described below. If you are opening an account, Paperless Documents also include the account agreements and account and program disclosures delivered to you as part of the account opening process. Paperless Documents specific to your transactions and account will be available online after you log in for up to 10 years from the date of initial delivery.

Depending on where you reside, the initial scope of your Paperless Documents enrollment, and whether you have made modifications to your enrollment, not all of the document categories may apply to you. If you are uncertain which documents are covered by your Paperless Documents enrollment, please check online at [schwab.com/paperless\\_services](http://schwab.com/paperless_services) or call or email Schwab using the contact information that follows.

For additional information about Schwab Bank High Yield Investor Checking® Account statements, see the "Addendum" on the following page.

You indicate your consent by providing an email address and signing an account agreement, or by clicking or touching an "I consent" or similarly worded button, which we record. The method depends on whether you are opening an account or separately enrolling in Paperless Documents. If you do not provide consent, Schwab will send you paper copies. Your consent will be effective until you cancel your enrollment in Paperless Documents or Schwab notifies you that the program is discontinued. If you are a joint account holder, your consent binds the other holder on your account.

By providing consent, you confirm that you have the ability to access Schwab on the web, and are able to open, view, save, retain, and print PDF documents as described below. You have also validated your email address as part of the account opening or Paperless Documents enrollment process. This demonstrates that you can receive the Paperless Documents we will deliver to you.

## To Request Paper or Ask Questions

After you provide your consent, you may still request paper documents. To access the document and print a copy, log in to your Schwab account, select the "Accounts" tab, then select the "History & Statements" tab, and link to "Statements & Reports." To request paper, ask questions, or report problems about Paperless Documents, you may contact us as follows:

To contact us by email, log in to [Schwab.com](http://Schwab.com), click "Contact Us," and then click "Send a Secure Message." Advisor Services clients, please log in to [schwaballiance.com](http://schwaballiance.com). To contact us by phone:

- Investor Services clients: 1-800-435-4000.
- Schwab Bank High Yield Investor Checking (or other Schwab Bank) account clients: 1-888-403-9000.
- Clients in the U.K.: 00 800 0826-5001.
- Clients in Switzerland: 0800 56-3711.
- Advisor Services clients: Contact your independent advisor or call 1-800-515-2157.

- Schwab Intelligent Portfolios™ clients: 1-855-694-5208.
- Institutional Intelligent Portfolios™ clients: 1-877-805-3399.

## To Withdraw Your Consent

When you change your preference back to postal mail delivery, this cancels your enrollment in Paperless Documents and withdraws your consent for the document categories you indicate. You can do this by logging in to [schwab.com/paperless\\_services](http://schwab.com/paperless_services), or by calling or emailing Schwab using the contact information above. Allow 48 hours for processing. We will confirm via postal mail or email when we have completed your request. Your consent will remain effective for other document categories for which you maintain a Paperless preference.

*Important note for Schwab Advisor Services clients:* Canceling or modifying your enrollment may make your account(s) ineligible for lower commission rates, and the commissions you pay may increase.

*Important note for Schwab Intelligent Portfolios and Institutional Intelligent Portfolios clients:* Intelligent Portfolios is an all-electronic service. If in the future you request paper documents, withdraw your consent, or are unable to receive Paperless Documents, Schwab may terminate your account.

## Electronic Notification When a Paperless Document Is Ready

We deliver a Paperless Document to you by sending an email to let you know it is available. For trade confirmations, the email itself is the Paperless Document. For all other documents, the email will contain a link to a website where you can access the document, usually after you log in. The document will be in HTML (regular web hypertext) or PDF format.

## Keeping Your Email Address Current, and Actions Schwab Will Take If There Is a Problem

It is your responsibility to notify Schwab of any change in your email address by logging in to the Schwab site and going to Service > My Profile > Email Addresses or using the contact information above. If we receive any indication either that the email notification did not reach you successfully or there is a problem with your email address or service, we will take the following actions:

- **Tax Forms**—Send a letter by postal mail within two business days to inform you that we were unable to deliver your tax form electronically. After three unsuccessful electronic delivery attempts, the account will be unenrolled from the Paperless Documents program and we will begin to send you paper tax forms by postal mail.
- **Trade Confirmation**—Send a paper copy by regular mail within 24 hours.
- **Account Statements and Other Account-Related Documents**—Send a letter informing you that we were unable to deliver your statement electronically. After three unsuccessful attempts, the account will be unenrolled from the Paperless Documents program and we will begin to send you paper statements by postal mail.
- **Shareholder Materials**—Send a paper copy of the shareholder materials via postal mail within 24 hours. We will send you a letter informing you that we were unable to deliver your shareholder materials electronically. The account will be unenrolled from the Paperless Delivery program and we will begin to send you paper shareholder materials.

## Hardware and Software Requirements

To receive Schwab's Paperless Documents, you need access to a device (a computer or a smartphone) with Internet service and an active email account and address, along with the following:

- A current version of a common Internet browser, with JavaScript enabled.



- A current version of a program, such as Adobe® Reader®, that accurately reads and displays PDF documents. If you do not have Adobe Acrobat installed on your computer, you can download the free software at [adobe.com](http://adobe.com).
- An operating system on your device that supports the above.
- A printer that connects to your device, if you wish to print and retain records on paper.
- Electronic storage connected to your device, if you wish to retain records in electronic form (if using your computer, just save documents to your local hard drive).

If you use your smartphone, you must access the full Schwab website to view and print your documents. If you have questions relating to hardware and software requirements, please call or email Schwab using the contact information on the previous page.

## Security and Privacy Information

Unless expressly stated, email notifications for Paperless Documents are not encrypted. For security and confidentiality, unencrypted emails will not include your name, full account number, or any other personal identifier. Be aware, however, that some email addresses may use part of or your entire name. If you use a work email address, your employer or other employees may have access to your email. To help you identify your account, we may include some portion, but not all, of your account number. Schwab may use a vendor to deliver Paperless Documents. Whether Schwab or a vendor delivers the Paperless Documents, Schwab's privacy policy applies.

## Records and Disclosures Included in Schwab's Paperless Documents Program

### Tax Forms ("eTax Documents")

A tax document provides important information you need to complete your tax returns. Much of the information we provide in tax documents is also reported to the IRS. Currently, the Paperless tax form that is available is the 1099 Composite, which includes 1099-DIV, 1099-INT, 1099-MISC, 1099-OID, 1099-B, and a year-end summary. This includes any corrected tax documents and accompanying inserts. By consenting to Paperless tax forms, you will receive a Paperless 1099 Composite as well as any additional Paperless tax forms we may make available in the future. When your tax documents are ready, we will send an email notification with the subject line "IMPORTANT TAX RETURN DOCUMENT AVAILABLE" and containing a web link to the document available after you log in.

### Trade Confirmations ("eConfirms")

A trade confirmation is an official record of your securities transaction. It includes the price, number of shares, and the commission we charge you, as well as disclosures required under federal law. If you choose to receive Paperless trade confirmations, the terms and conditions of your transaction will appear in the email and on a web page you can link to from the email. Your consent also covers Paperless Delivery of prospectuses or other regulatory information we provide to you at the time of your online trade, which will be in HTML or PDF format, as well as Trade Confirmation Reports if you elected this alternative as part of your Managed Account enrollment and Schwab makes this available in the future.

### Account Statements and Other Account-Related Documents ("eStatements")

An account statement provides important information about your account, including the price and quantity of securities you hold, the transactions conducted, other activity in your account, and terms and conditions governing your account. Account statements are sent at the end of each month in which you conducted activity in your account or at the end of each calendar quarter, regardless of any account activity. With your account statements, we often include accompanying account-related notices and other regulatory information such as Schwab's Statement of Financial Condition, pricing changes, privacy policy, and annual notices and amendments to your account agreements. At account opening and from time to time thereafter,

we also send you notifications about your account. Collectively, we call these "account-related documents." When you consent to Paperless account statements, you also consent to Paperless account-related documents.

### Investment Advisory Service Disclosures (A Sub-Category of Account-Related Documents)

Your consent to Account Statements and Other Account-Related Documents includes investment advisory program disclosures, brochure supplements with information about individual Schwab representatives, and related materials such as periodic updates or annual summaries of any changes to those documents ("Form ADV Disclosures"), as Schwab makes these available in the future. The investment advisory programs may include Schwab Private Client™, Schwab Managed Portfolios™, Schwab Managed Account Services™, the Schwab Advisor Network®, Schwab Intelligent Portfolios™, and other similar advisory services, and fee-based Financial Planning Services. In addition to Schwab's and its affiliates' own Form ADV Disclosures, your consent also covers ADV Disclosures from third-party investment advisors whose services you select through Schwab. Paperless Form ADV Disclosures may accompany your account statements or be sent independently. If the third party does not make its Form ADV Disclosures available electronically, you will instead receive the standard printed materials by postal mail.

### Shareholder Materials ("Electronic Delivery")

Shareholder materials include regulatory information such as prospectuses; prospectus supplements; quarterly, semi-annual, and annual reports; and proxy materials. You will receive an email notification with a web link to shareholder materials if you have a position in an equity or mutual fund as of the record date for a particular shareholder distribution and the materials are made available electronically by the issuer or third party. If the issuer or third party does not make shareholder materials available electronically, you will instead receive the standard printed materials by postal mail. By providing your consent to receive electronic delivery of shareholder material, you also consent to electronic householding. This means that if you and someone else enroll in this Paperless service using the same email address, we may send one email announcement to this email address if each account holds securities of the same issuer. This avoids duplicate mailings of shareholder documents. If you no longer want electronic householding of your shareholder materials, you must modify your Paperless Documents enrollment as described above. Your shareholder materials may include electronic proxies. You may elect to vote your proxy online at [proxyvote.com](http://proxyvote.com) by entering the control number included in your email announcement and the last four digits of your Social Security number or Taxpayer Identification Number as your PIN.

### Addendum for Schwab Bank Paperless Statements ("eStatements")

The above information regarding the purpose and effect of your consent; how to request paper or ask questions; how to withdraw consent; electronic notification when your statement is ready; keeping your email address current; hardware and software requirements; and security and privacy information are all applicable to Schwab Bank High Yield Investor Checking statements. Account statements for your Investor Checking account(s) provide important information about your account, including the account balance, the transactions conducted, other activity in your account, and other information, terms, and conditions governing your account. With your Schwab Bank account statements, we often include accompanying account-related notices and other regulatory information including disclosures such as annual notices and amendments to your account agreements (collectively, "account statement inserts"). Schwab Bank does not currently deliver these account statement inserts electronically, nor are they available at [Schwab.com](http://Schwab.com). However, by consenting to Account statements for your Investor Checking account(s), you also consent to Paperless Delivery of account statement inserts once Paperless Delivery is made available by Schwab Bank. Until such time as Schwab Bank enables Paperless Delivery, you will continue to receive these account statement inserts by postal mail.

Charles Schwab Bank and Charles Schwab & Co., Inc. are separate but affiliated companies and subsidiaries of The Charles Schwab Corporation. Brokerage products offered by Charles Schwab & Co., Inc. are not insured by the FDIC, are not deposits or obligations of Charles Schwab Bank, and are subject to investment risk, including the possible loss of principal invested. Deposit and other lending products and services are offered by Charles Schwab Bank, Member FDIC and an Equal Housing Lender. Charles Schwab Bank is not acting or registered as a securities broker-dealer or investment advisor.

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